



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Maritime Global Bank Group

File: B-272552

Date: August 13, 1996

A. Patrick Doyle, Esq., James A. Dobkin, Esq., Rosemary Maxwell, Esq., and Kevin A. Zambrowicz, Esq., Arnold & Porter, for the protester. Margaret A. Olsen, Esq., Department of the Navy, for the agency. Scott H. Riback, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest against the Department of the Navy's execution of an agreement with a bank for the provision of on-base banking services at a particular installation is dismissed as beyond General Accounting Office's jurisdiction where record shows that no procurement action relating to agency's mission, or resulting in a benefit to the government has occurred.

DECISION

Maritime Global Bank Group protests the proposed selection of the Army National Bank (ANB) by the Department of the Navy for the establishment of banking operations at the Naval Training Center (NTC) at Great Lakes, Illinois. Maritime maintains that the Navy's selection was unreasonable.

We dismiss the protest for lack of jurisdiction.

During January 1996 the Navy, through the publication of newspaper announcements and letters of solicitation to particular financial institutions, sought proposals for the establishment of a full-service bank at the NTC. Firms were requested to provide various information to the Navy relating to the range of services offered, rate structures, and hours of operation. The Navy received numerous proposals and, after seeking clarifying information, announced its selection of ANB. This announcement provided that ANB would be required to obtain all relevant regulatory approvals and authorizations prior to commencing operations, and also advised that ANB would be required to enter into a written agreement with the NTC that specifically outlined the services to be provided.

Maritime contends that the Navy's selection of ANB was unreasonable because Maritime offered a better rate structure, and because it is uncertain that ANB will be able to establish banking operations in a timely manner.

We exercise bid protest jurisdiction over procurements by federal agencies. 31 U.S.C. §§ 3551-3556 (1994). Where a concession or similar type of transaction results in a benefit to the government, the transaction is one for the procurement of property or services, and is thus subject to our bid protest jurisdiction; whether the performance of the business opportunity in question relates to the advancement of the agency's mission depends, in turn, upon whether the agency's workload will be reduced or whether the effort is somehow rendered, either directly or indirectly, in support of the agency's mission requirements. Thus, for example, our Office has assumed jurisdiction over a protest against the award of a photocopy concession to provide copying services paid for by the public, where the services in question are a part of the agency's mission requirement of furnishing copies of documents to the public. West Coast Copy, Inc.; Pacific Photocopy and Research Servs., B-254044; B-254044.2, Nov. 16, 1993, 93-2 CPD ¶ 283. Similarly, we have found jurisdiction where the agency was granting a concession for providing initial haircuts to new recruits at an Air Force base because the record reasonably established that receiving an initial haircut was an important aspect of the training experience, the provision of which was integral to the agency's mission. Gino Morena Enters., 66 Comp. Gen. 231 (1987), 87-1 CPD ¶ 121, aff'd on recon, B-224235.2, May 13, 1987, 87-1 CPD ¶ 501. We also have found jurisdiction where the government receives a benefit in connection with the transaction, even where the benefit is not, strictly speaking, related to fulfilling the agency's mission. See Americable Int'l, Inc., B-225570, May 5, 1987, 87-1 CPD ¶ 471, aff'd, The Department of the Navy-Recon., B-225570.2, July 20, 1987, 87-2 CPD ¶ 64 (agreement requiring cable television service provider to furnish free cable television services to all Navy ships and duty rooms on base confers benefit on government).

On the other hand, where any benefit to the government is speculative or contingent, we have found jurisdiction lacking, and have declined to consider the merits of the protest, even though earmarks of a procurement were present. See North Florida Shipyards, Inc., B-243575, May 3, 1991, 91-1 CPD ¶ 434 (although solicitation for the lease of a drydock facility by the Navy to a private concern required offerors to submit a capital maintenance plan with their offers, the agency was not obligated to obtain the services under the terms of the contract, and thus any procurement aspect of the transaction was merely speculative).

The Navy maintains that our Office lacks jurisdiction to consider Maritime's protest because the bank at NTC will not be in any way related to the performance or support of its mission requirements. Maritime argues that this transaction does in fact relate to the advancement of the agency's mission, and therefore is subject to our jurisdiction. In this regard, Maritime asserts that Navy personnel who conduct

their banking business at the facility will save the time it takes to travel to a remote location outside of the facility, and that personnel also will not be required to wait in line for their paychecks, which may be electronically deposited at the bank. Maritime concludes that this saved time will be available for training, which is the activity's central mission, and that this transaction therefore is subject to our review.

We find no benefit to the agency sufficient to establish jurisdiction in this case. The services are for the direct benefit of Navy personnel, not the Navy. Navy personnel are not required to use the services and the bank is not required to provide particular services to particular individuals or groups.¹ In fact, the record shows that there is a credit union located at the Navy's installation which provides many of the same services that will be provided by ANB; there is no preference specified as between the two institutions, and agency personnel may freely choose between them.

There also is no basis for finding that the services in question are directly or indirectly related to the Navy's fulfillment of its mission. While the on-base presence of ANB may be convenient for agency personnel that choose to bank with the concern, ANB will not be performing work that the government would otherwise be obliged to perform, and there is at best a tenuous connection between the availability of banking services and the Navy's central mission at the installation, which is to provide training to its personnel. In this regard, there is no indication (contrary to the protester's suggestion) that time spent by personnel on banking was found to detract from NTC's fulfilling its mission, or that establishing on-site banking services otherwise was motivated by the agency's desire to promote its training mission. We therefore decline to consider the merits of Maritime's protest.²

The protest is dismissed.

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¹For example, Instruction No. 5381.5A, issued by the Office of the Secretary of the Navy (SECNAVINST-5381.5A), Paragraph 5(c)(4)(c), only requires the bank to extend loan services to agency personnel where to do so is consistent with the bank's accepted practices and the overall interests of the institution and its stockholders.

²Maritime argues that the selection of ANB is inconsistent with Navy instruction governing the establishing of banking operations at Naval facilities. Even if this assertion were correct, internal agency instructions are not binding. Quality Sys., Inc., B-235344; B-235344.2, Aug. 31, 1989, 89-2 CPD ¶ 197.